

Thomas Ciampa

From: Thomas Ciampa [tciampa@ciampalaw.com]
Sent: Friday, November 16, 2007 1:46 PM
To: 'O'Connor, Christine'
Subject: Proposed Stipulation
Attachments: Stipulation11-16-07.doc

Chris:

Sorry for the delay. Between the Norton Remmer, deposition, a deposition in another matter yesterday, and the day-to-day client crisis factor, it took me longer to finalize this than I had hoped. If the defendants agree, I would have no reason to oppose their most recent motion. Let me know. Also, I expect to file Plaintiffs' Motion in Limine regarding the minority/marketability discount issue and to get you Plaintiffs outstanding discovery responses (and documents) by Monday. Finally, a copy set of the marked deposition exhibits from the Norton Remmer deposition is on its way over by messenger.

Have a good weekend, and I hope that you are feeling better.

Best regards,
Tom

Thomas M. Ciampa
Ciampa & Associates
20 Park Plaza, Suite 804
Boston, MA 02116
617-742-5955
617-423-4855 (FAX)

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UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

_____)	
PHILIP L. TROPEANO, PETER TROPEANO,)	
and CAROLYN PATTON,)	
)	
Plaintiffs,)	
)	
v.)	DOCKET NO.
)	03-CV-12231-RGS
)	
CHARLENE DORMAN, BIANCA DORMAN,)	
LYDIA DORMAN, TODD DORMAN, T&N)	
REALTY TRUST and CAPTAIN PARKER)	
ARMS PARTNERSHIP,)	
)	
Defendants.)	
_____)	

STIPULATION

WHEREAS, Plaintiffs Philip L. Tropeano, Peter Tropeano and Carolyn Patten (collectively, "Plaintiffs") did file the above-captioned action on November 17, 2003, naming as defendants Charlene Dorman, Todd Dorman, Bianca Dorman, Lydia Dorman, Captain Parker Arms Partnership, and T&N Realty Trust (collectively, "Defendants") (Plaintiffs and Defendants together, the "Parties");

WHEREAS, the trustees of T&N Realty Trust are presently, and were at the time that Plaintiffs filed this action, the defendants Charlene Dorman, Todd Dorman, Bianca Dorman, and Lydia Dorman, the plaintiffs Philip Tropeano and Peter Tropeano, and Mary Carol Gannett;

WHEREAS, T&N Realty Trust, Peter Tropeano, and Philip Tropeano are all residents of the Commonwealth of Massachusetts potentially frustrating the Court's subject matter jurisdiction over this matter;

WHEREAS, Defendants have requested (a) that plaintiffs Philip Tropeano and Peter Tropeano voluntarily resign as trustees of T&N Realty Trust, and (b) that Plaintiffs voluntarily dismiss T&N Realty Trust as a defendant to this matter;

WHEREAS, Plaintiffs would agree to Defendants' requests subject to the Court's acceptance and endorsement of this Stipulation;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises, agreements, and covenants contained herein, the parties agree as follows:

1. The Parties stipulate and agree that no weight shall be given in this action, or in any appeal of this action, to the fact that T&N Realty Trust holds, and did hold at all times relevant to this matter, legal title to the property located at 125 Worthen Road, Lexington, Massachusetts (the "Property"). Instead, all remaining issues in dispute between the parties, as described in Plaintiffs' First Amended Complaint, and any amendments thereof, specifically including, but not limited to, (a) all issues regarding whether Plaintiffs could have terminated the Captain Parker Arms Partnership (the "Partnership") and forced a winding up and liquidation of the Partnership and a distribution of its net assets, and (b) all issues regarding Plaintiffs' ability to reach the Property to secure and/or satisfy any judgment that they might receive against Defendants, shall be determined as if legal title to the Property was, at all times relevant to this matter, held entirely in the name of the defendant Captain Parker Arms Partnership.

2. Upon the endorsement of this Stipulation by the Court, Plaintiffs agree that they will voluntarily dismiss T&N Realty Trust as a defendant to this action, and

Philip Tropeano and Peter Tropeano agree that they will immediately resign as trustees of T&N Realty Trust.

3. The Parties acknowledge and agree that they have entered into this Stipulation on the advice of counsel, voluntarily, and not as a result of any premise or representation except as set forth expressly herein, and not as a result of any duress or coercion by any person or entity.

4. The failure of any Party to insist on strict compliance with the terms and conditions of this Stipulation in any given instance shall not be considered or construed as a modification of this Agreement or as a waiver of any right the Parties have hereunder, including the right to insist on strict compliance at all other times.

5. This Stipulation shall be deemed to have been made and entered into in the Commonwealth of Massachusetts, and shall in all respects be interpreted, enforced and governed under the laws of Massachusetts without reference to principles of conflicts of law. The Parties agree to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts to resolve any and all claims arising out of, or relating in any way to, the interpretation or enforcement of this Stipulation.

6. This Stipulation shall inure to the benefit of, and be binding upon, the Parties to this Stipulation and each of their respective successors, assigns, representatives, heirs, and executors.

7. This Agreement shall be deemed to have been drafted jointly by the Parties, and, in the event of a dispute related hereto, shall not be construed against any party.

DEFENDANTS

By their attorneys,

/s/ Sander A. Rikleen

Sander A. Rikleen (BBO# 420280)
Christine M. O'Connor (BBO# 647535)
Edwards, Angell, Palmer & Dodge LLP
111 Huntington Avenue
Boston, MA 02199
Tel: (617) 239-0100

PLAINTIFFS

By their attorney,

/s/ Thomas M. Ciampa

Thomas M. Ciampa (BBO# 566898)
Ciampa & Associates
20 Park Plaza, Suite 804
Boston, Massachusetts 02116
Tel.: (617) 742-5955

SO ORDERED.

Hon. Richard G. Stearns, United
States District Judge

Entered: November __, 2007

Thomas Ciampa

From: Thomas Ciampa [tciampa@ciampalaw.com]
Sent: Wednesday, November 21, 2007 2:32 PM
To: 'O'Connor, Christine'
Subject: Stipulation

Chris:

I assume that the defendants have decided against entering the Stipulation that I sent over on Friday. If I am incorrect in my assumption, please let me know as I expect to file my opposition to the defendants' motion to dismiss/for judgment on the pleadings by the end of the week.

Thank you, and have a great holiday.

Best regards,
Tom

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11/28/2007

Thomas Ciampa

From: O'Connor, Christine [COConnor@eapdlaw.com]
Sent: Wednesday, November 21, 2007 4:11 PM
To: tciampa@ciampalaw.com
Cc: Rikleen, Sander
Subject: Re: Stipulation

Tom,

Sorry, this totally slipped off the table. We do not agree with several aspects of the proposed stipulation. I'm unable to view the document so I can't give you specifics. I think you should assume we won't reach agreement but we can talk on Monday if you like. Try to relax and enjoy Thanksgiving. Chris

Sent from my BlackBerry Wireless Handheld

----- Original Message -----

From: Thomas Ciampa <tciampa@ciampalaw.com>
To: O'Connor, Christine
Sent: Wed Nov 21 14:31:59 2007
Subject: Stipulation

Chris:

I assume that the defendants have decided against entering the Stipulation that I sent over on Friday. If I am incorrect in my assumption, please let me know as I expect to file my opposition to the defendants' motion to dismiss/for judgment on the pleadings by the end of the week.

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11/28/2007

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